

the following:

- a. Withholding FICA (Social Security) from CONSULTANT's payments;
- b. Making state or federal unemployment insurance contributions on behalf of CONSULTANT or its personnel;
- c. Withholding state and federal income tax from payment to CONSULTANT;
- d. Making disability insurance contributions on behalf of CONSULTANT;
- e. Obtaining workers' compensation insurance on behalf of CONSULTANT or CONSULTANT's personnel.

23. INCORPORATION OF OTHER DOCUMENTS

- a. CONSULTANT shall provide Services pursuant to this Contract in accordance with the terms and conditions set forth within the Shelby County Request for Proposals/Bids as well as the Response of CONSULTANT thereto, all of which are maintained on file within the Shelby County Purchasing Department and incorporated herein by reference.
- b. It is understood and agreed between the parties that in the event of a variance between the terms and conditions of this Contract and any amendment thereto and the terms and conditions contained either within the Request for Proposals/Bids or the Response thereto, the terms and conditions of this Contract as well as any amendment shall take precedence and control the relationship and understanding of the parties.

24. CONTRACTING WITH LOCALLY OWNED SMALL BUSINESSES

The CONSULTANT shall take affirmative action to assure that Locally Owned Small Businesses that have been certified by the COUNTY are utilized when possible as sources of supplies and equipment, construction and services.

25. LIVING WAGE ORDINANCE

In accordance with Ordinance Number 328, commonly referred to as the Living Wage Ordinance, all persons/entities engaged in service contracts with the County, including but not limited to both prime and subcontractors, shall pay a Living Wage to employees for all work performed on said service contract, as

defined in the Living Wage Ordinance. Proof of such compensation must be evidenced as required in the Living Wage Ordinance.

26. RIGHT TO REQUEST REMOVAL OF CONSULTANT'S EMPLOYEES

The COUNTY may interview the personnel CONSULTANT assigns to COUNTY's work. COUNTY shall have the right, at any time, to request removal of any employee(s) of CONSULTANT, whom COUNTY deems to be unsatisfactory for any reason. Upon such request, CONSULTANT shall use all reasonable efforts to promptly replace such employee(s) with substitute employee(s) having appropriate skills and training.

27. INCORPORATION OF WHEREAS CLAUSES

The foregoing whereas clauses are hereby incorporated into this Contract and made a part hereof.

28. DISCLOSURE OF REPORTS, DATA OR OTHER INFORMATION

Notwithstanding anything to the contrary contained herein or within any other document supplied to COUNTY by CONSULTANT, CONSULTANT understands and acknowledges that COUNTY is a governmental entity subject to the laws of the State of Tennessee and that any reports, data or other information supplied to COUNTY by CONSULTANT due to Services performed pursuant to this Contract is subject to being disclosed as a public record in accordance with the laws of the State of Tennessee.

29. CONFIDENTIAL INFORMATION

a. CONSULTANT acknowledges that, in dealing with individuals in the provision of the Services for COUNTY, any information gathered for the provision of the Services is confidential information. CONSULTANT agrees to hold all confidential information in strict confidence, and except as expressly set forth herein, will not disclose such confidential information to any third party(s), including but not limited to any corporation, company, group, partnership, agency or individual. CONSULTANT shall:

- i) use the confidential information only in connection with the provision of the Services;
- ii) disclose the confidential information only to its officers, directors, and employees who need to know the confidential information to accomplish the preparation of the audits and/or auditing process;

and

- iii) safeguard the confidential information with the same or greater degree of care to avoid unauthorized disclosure as the CONSULTANT uses to protect its own confidential information.
- b. In the event that the CONSULTANT or anyone to whom it transmits confidential information becomes legally compelled to disclose any of the confidential information, the CONSULTANT will provide the COUNTY with prompt written notice before such confidential information is disclosed so that the COUNTY can seek a protective order or other appropriate remedy. Unauthorized disclosure of confidential information by the CONSULTANT shall result in immediate termination of the Contract.

30. ORGANIZATION STATUS AND AUTHORITY

- a. CONSULTANT represents that it is a corporation, limited liability company, partnership, or other entity duly organized, validly existing and in good standing under the laws of the state of Tennessee; it has the power and authority to own its properties and assets and is duly qualified to carry on its business in every jurisdiction wherein such qualification is necessary.
- b. The execution, delivery and performance of this Contract by the CONSULTANT has been duly authorized by all requisite action and will not violate any provision of law, any order of any court or other agency of government, the organizational documents of CONSULTANT, any provision of any indenture, agreement or other instrument to which CONSULTANT is a party, or by which CONSULTANT's respective properties or assets are bound, or be in conflict with, result in a breach of, or constitute (with due notice or lapse of time or both) a default under any such indenture, agreement or other instrument, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the properties or assets.

31. INSURANCE REQUIREMENTS

- a. The CONSULTANT is self-insured. A copy of said Self-Insurance certificate will be provided to the County.

32. NOTICE

Any notices required or permitted to be given under the provisions of this Contract shall be effective only if in writing and delivered either in person to the COUNTY's authorized agent or by First Class or U.S. Mail to the addresses set forth below, or to such other person or address as either party may designate in writing and deliver as herein provided:

COUNTY: Shelby County Government
Office of Early Childhood and Youth
600 Jefferson Avenue Suite 230
Memphis, Tennessee 38105
Attn.: Ms. Julie Coffey

and

Shelby County Government
Contract Administration
160 N. Main Street, Suite 550
Memphis, Tennessee 38103

VENDOR: The University of Memphis
315 Administration Building
Memphis, TN 38152
Attn.: Andrew Meyers

33. HIPAA

CONSULTANT represents to the COUNTY and State that it is familiar with the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its accompanying regulations, and will comply with all applicable HIPAA requirements in the course of this Contract. CONSULTANT represents that it will cooperate with the COUNTY and State in the course of performance of the Contract so that all parties will be in compliance with HIPAA, including cooperation and coordination with COUNTY and State privacy officials and other compliance officers required by HIPAA and its regulations. CONSULTANT will sign any documents that are reasonably necessary to keep the State and the COUNTY in compliance with HIPAA, including, but not limited to, business associate agreements, if applicable.

IN WITNESS WHEREOF, the parties hereto have set their signatures for the purposes contained herein, on the day and date first above written.

APPROVED AS TO FORM
AND LEGALITY:

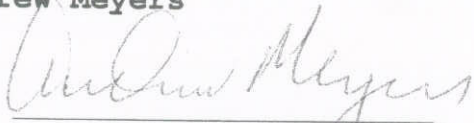
SHELBY COUNTY GOVERNMENT

Contract Administrator/
Assistant County Attorney

A C Wharton, Jr., Mayor

Andrew Meyers

BY:



TITLE: **ANDREW MEYERS**
Vice Provost for Research

CORPORATE ACKNOWLEDGMENT

STATE OF Tennessee

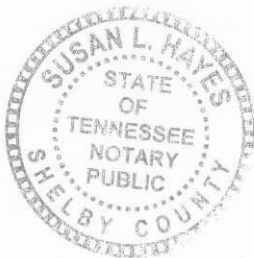
COUNTY OF Shelby

Before me, the undersigned Notary Public, in and for the State and County aforesaid, personally appeared ANDREW MEYERS, with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself/herself to be president or other officer authorized by appropriate Corporate action and/or Resolution to execute the preceding instrument of the UNIVERSITY OF MEMPHIS, the within named bargainor, a corporation, and that he as such VICE PROVOST FOR RESUME executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself/herself as VICE PROVOST FOR RESUME

WITNESS my hand and official seal at office this 2nd day of June, 2008.

Susan L Hayes
Notary Public

My Commission Expires: 9/16/09



Memo


To: Kathy Kirk-Johnson, Contracts Administration
From: Julie Coffey, Office of Early Childhood and Youth
CC: Dottie Jones, Director, Community Services Division
Date: 6/2/2008
Re: Contract for RFP#08-004-74, Consulting Services-Impact Assessment Statement

The Office of Early Childhood and Youth has reached a final determination that the University of Memphis Center for Multimedia Arts should be selected for contractual services as consultant to the Shelby County Office of Early Childhood and Youth. Therefore, this memo serves as request that a contract be generated for those consulting services provided by the University of Memphis.

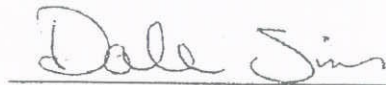
CERTIFICATE OF SELF INSURANCE

The State of Tennessee self insures its exposures in general liability, automobile liability, professional malpractice and workers' compensation. The limits of liability for general liability, professional malpractice and automobile liability are \$300,000 per person and \$1 million dollars per occurrence. The limits of liability under workers' compensation are those set forth in T.C.A. § 50-6-101 et seq. Copies of the statute which authorize actions against the State of Tennessee, establish the State's limit of liability, and authorize self insurance through the Claims Award Fund, are set forth in T.C.A. §9-8-101 et seq.

The State's self insurance program insures all liability created under Title 9, Chapter 8 of the Tennessee Code Annotated, for all State departments, agencies and institutions, including State institutions of higher education. This program is effective for any acts or omissions of the State or its employees which occur on or after January 1, 1985. Persons wishing to file a claim for damages against the State of Tennessee arising from an act or omission of the State or its employees should file such claim with the State Treasury Department, Division of Claims Administration, 9th Floor, Andrew Jackson State Office Building, Nashville, Tennessee 37243.


Paul G. Summers
Attorney General and Reporter

4/27/05
Date


Dale Sims, State Treasurer
Chairman, Board of Claims

4/29/05
Date

Memo

To: Celeste S. Walker, Purchasing Department
From: Julie Coffey, Office of Early Childhood and Youth
CC: Dottie Jones, Division of Community Services Director
Date: 5/30/08
Re: Recommendation for RFP#08-004-74, Consulting Services-Impact Assessment Statement

The Office of Early Childhood and Youth has reached a final determination that the University of Memphis Center for Multimedia Arts should be selected for contractual services as consultant to the Shelby County Office of Early Childhood and Youth.

The University of Memphis Center for Multimedia Arts is home to two award winning designers of whom will be working directly with this project. The Center also maintains high quality multimedia content creation and interactive media development facilities and a new state-of-the-art usability testing lab.

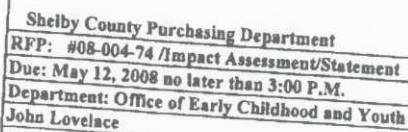
The Center maintains several close partnerships with software engineering firms for which it has designed numerous applications involving complex sets of content and use needs.

The Center for Multimedia Arts has adequately demonstrated to have taken on several large scale multi-year projects, most notably a highly complex four year collaboration with St. Jude Children's Research Hospital.

The Center's founder and director, who will be directly involved with this project, is a tenured professor, international lecturer, designer, and project developer with eighteen years' experience in the practice of visual communication and multi-disciplinary collaborations.

In addition, the Center for Urban Child Policy, co-collaborator with this project, has authored multiple policy briefs over the course of several years on current issues relevant to young children, specifically from conception to age three, in the areas of child health and well-being, family and community characteristics which influence with child's development, educational environment, and family and community safety. The Center for Urban Child Policy assesses best practices to inform strategies to improve the lives of children in Memphis and Shelby County.

It should also be noted that the University of Memphis was the single proposal received for contractual services.



CATEGORIES	Major Weights	Minor Weights		
3 years of experience in providing consulting services/impact assessments related to children and families	25.0		25.00	0.00
Be nonprofit academic research/policy center with regional and/or national reputations for quality work in this field		4.0	4	
Experience in development of culturally appropriate evaluation tools		4.0	4	
Possess the ability to demonstrate strong writing skills, as well as an interest in and familiarity with the topic		2.0	2	
Have the ability/resources to coordinate and collaborate with existing community agencies		4.0	4	
Have sufficient personnel or sub-consultants available to perform the services in the required timeframe		3.0	3	
Apply and Qualify for an Equal Opportunity Compliance (EOC) certification number through Shelby County EOC Administration		4.0	4	
Adhere to all Title VI requirements and provide proof/documentation if necessary		2.0	2	
		2.0	2	
Develop a narrative description of how the agency proposes to design a template and identify resources to assist in preparing child impact statements	40.00		40.00	0.00
Design a web-based child impact statement template to include the design of an interface that would direct users to relevant sections of the U.S.Census and other relevant data-sources with simple, intuitive links.		8.00	8	
Design evaluations of the Child Impact Statement instrument to evaluate the effectiveness of various means of conveying research findings in order to maximize their utility and relevance to the policy making process		8.00	8	
Identify key data sources and design a way to make them readily accessible in a uniform way through a Child Impact Statement template		8.00	8	
Provide technical assistance to the Office of Early Childhood and Youth in assessing child impact statements		8.00	8	
		8.00	8	
Did the respondent list creditable reference for same/like services	5.00		5.00	0.00
		5.00	5	
Initial cost for the first six (6) months of services	30.00		30.00	0.00
		30.00	30	
SCORE				
Minor (unweighted)				Respondent #2
Major (weighted)			100	0
TOTAL	100.00			
			100.00	0.00



Shelby County Purchasing Department


RFP: #08-004-74 /Impact Assessment/Statement

Due: May 12, 2008 no later than 3:00 P.M.

Department: Office of Early Childhood and Youth

Julie Coffey

CATEGORIES		Major Weights	Minor Weights		
3 years of experience in providing consulting services/impact assessments related to children and families	25.0		25.00	0.00	
Be nonprofit academic research/policy center with regional and/or national reputations for quality work in this field		4.0	4		
Experience in development of culturally appropriate evaluation tools		4.0	4		
Possess the ability to demonstrate strong writing skills, as well as an interest in and familiarity with the topic		2.0	2		
Have the ability/resources to coordinate and collaborate with existing community agencies		4.0	4		
Have sufficient personnel or sub-consultants available to perform the services in the required timeframe		3.0	3		
Apply and Qualify for an Equal Opportunity Compliance (EOC) certification number through Shelby County EOC Administration		4.0	4		
Adhere to all Title VI requirements and provide proof/documentation if necessary		2.0	2		
		2.0	2		
Develop a narrative description of how the agency proposes to design a template and identify resources to assist in preparing child impact statements	40.00		40.00	0.00	
Design a web-based child impact statement template to include the design of an interface that would direct users to relevant sections of the U.S.Census and other relevant data-sources with simple, intuitive links.		8.00	8		
Design evaluations of the Child Impact Statement instrument to evaluate the effectiveness of various means of conveying research findings in order to maximize their utility and relevance to the policy making process		8.00	8		
Identify key data sources and design a way to make them readily accessible in a uniform way through a Child Impact Statement template		8.00	8		
Provide technical assistance to the Office of Early Childhood and Youth in assessing child impact statements		8.00	8		
Did the respondent list creditable reference for same/like services		8.00	8		
		5.00	5	5.00	0.00
Initial cost for the first six (6) months of services			30.00	30	0.00
		30.00	30		
SCORE					
Minor (unweighted)					Respondent #2
Major (weighted)			100	0	
TOTAL		100.00			
			100.00	0.00	

 Shelby County Purchasing Department RFP: #08-004-74 /Impact Assessment/Statement Due: May 12, 2008 no later than 3:00 P.M. Department: Office of Early Childhood and Youth Dottie Jones					
				(Minor weight)	
				(0 = did not)	
CATEGORIES	Major Weights	Minor Weights			
3 years of experience in providing consulting services/impact assessments related to children and families	25.0		24.00	0.00	
Be nonprofit academic research/policy center with regional and/or national reputations for quality work in this field		4.0	4		
Experience in development of culturally appropriate evaluation tools		4.0	4		
Possess the ability to demonstrate strong writing skills, as well as an interest in and familiarity with the topic		2.0	1		
Have the ability/resources to coordinate and collaborate with existing community agencies		4.0	4		
Have sufficient personnel or sub-consultants available to perform the services in the required timeframe		3.0	3		
Apply and Qualify for an Equal Opportunity Compliance (EOC) certification number through Shelby County EOC Administration		4.0	4		
Adhere to all Title VI requirements and provide proof/documentation if necessary		2.0	2		
		2.0	2		
Develop a narrative description of how the agency proposes to design a template and identify resources to assist in preparing child impact statements	40.00		39.00	0.00	
Design a web-based child impact statement template to include the design of an interface that would direct users to relevant sections of the U.S.Census and other relevant data-sources with simple, intuitive links.		8.00	7		
Design evaluations of the Child Impact Statement instrument to evaluate the effectiveness of various means of conveying research findings in order to maximize their utility and relevance to the policy making process		8.00	8		
Identify key data sources and design a way to make them readily accessible in a uniform way through a Child Impact Statement template		8.00	8		
Provide technical assistance to the Office of Early Childhood and Youth in assessing child impact statements		8.00	8		
Did the respondent list creditable reference for same/like services	5.00	8.00	8	5.00	0.00
		5.00	5		
Initial cost for the first six (6) months of services	30.00		30.00	0.00	
		30.00	30		
SCORE					
Minor (unweighted)					Respondent #2
Major (weighted)				98	0
	100.00				



Shelby County Purchasing Department

RFP: #08-004-74 / Impact Assessment/Statement

Due: May 12, 2008 no later than 3:00 P.M.

Department: Office of Early Childhood and Youth

John Lovelace

CATEGORIES		Major Weights	Minor Weights	Minor (unweighted)	Major (weighted)
3 years of experience in providing consulting services/impact assessments related to children and families	25.0		25.00	0.00	
Be nonprofit academic research/policy center with regional and/or national reputations for quality work in this field		4.0	4		
Experience in development of culturally appropriate evaluation tools		4.0	4		
Possess the ability to demonstrate strong writing skills, as well as an interest in and familiarity with the topic		2.0	2		
Have the ability/resources to coordinate and collaborate with existing community agencies		4.0	4		
Have sufficient personnel or sub-consultants available to perform the services in the required timeframe		3.0	3		
Apply and Qualify for an Equal Opportunity Compliance (EOC) certification number through Shelby County EOC Administration		4.0	4		
Adhere to all Title VI requirements and provide proof/documentation if necessary		2.0	2		
		2.0	2		
Develop a narrative description of how the agency proposes to design a template and identify resources to assist in preparing child impact statements	40.00		40.00	0.00	
Design a web-based child impact statement template to include the design of an interface that would direct users to relevant sections of the U.S.Census and other relevant data-sources with simple, intuitive links.		8.00	8		
Design evaluations of the Child Impact Statement instrument to evaluate the effectiveness of various means of conveying research findings in order to maximize their utility and relevance to the policy making process		8.00	8		
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Did the respondent list creditable reference for same/like services	5.00		5.00	0.00	
		5.00	5		
Initial cost for the first six (6) months of services	30.00		30.00	0.00	
		30.00	30		
SCORE					
Minor (unweighted)					
Major (weighted)		100.00	100	0	
TOTAL			100.00	0.00	